



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2959 1

EFFECTIVE BEGIN DATE: 09-30-2005
EXPIRATION DATE: 09-29-2006
PAGE: 1 of 4

BUYER : DOUGLAS REED
Doug.Reed@iowa.gov
~~515-242-6151~~

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

ACCESS SPECIALTIES INC
10255 Inver Grove Trl

Inver Grove Heights, MN 55077
USA

VENDOR CONTACT:

Lisa DeBettignies

PHONE: 641-453-1283 EXT:

EMAIL: lisa@access-specialties.com

VENDOR #: 65010339900

DESCRIPTION OF ITEMS CONTRACTED

Building Access Cards per bid BD80600S380

Standard Security Building Access Card with HID Application with customer owned Corporate 1000 format per specifications attached.

Minimum Order: 100 Cards.

Begin Numbering at: _____

RENEWAL PERIODS

FROM 09-30-2006 TO 09-29-2007

FROM 09-30-2007 TO 09-29-2008

FROM 09-30-2008 TO 09-29-2009

THRESHOLDS

MINIMUM ORDER AMOUNT: \$283.00

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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| LINE NO. | QUANTITY / SERVICE DATES | UNIT | COMMODITY / DESCRIPTION | UNIT COST / PRICE OF SERVICE |
|----------|--------------------------|------|--|------------------------------|
| 1 | 0.00000 | EA | 0801030 CARDS, I.D. TYPE Minimum Order: 100 cards. External numbering to begin at: _____. Standard Access Card with HID Application. No Smart Chip. ISOProx II, Model Number 1386, by HID Corp. Lifetime warranty. 84 programmable bits of Wiegand formatted information for universal compatibility with all HID Wiegand reader applications; "Passive" (non-battery operated) proximity technology. Permanent ink jet or laser engraved identification number printed onto it. Card numbering shall be Random Non-Matching - the internal identification number shall be random numbers, the external ink jet numbers will be sequential, and the internal numbers and external numbers will not match (i.e. internal numbers 2, 7, 13, 18, etc., external ink jet numbers 1-100). Capable of having a photo or image printed directly onto the surface of the card with a direct print printer. No larger than 3.375" x 2.125" (8.57 X 5.40 cm), with a maximum thickness of 0.035" (0.09 cm). Operating temperature of -50 to 160 degrees Fahrenheit (-45 to 70 degrees Celsius), and shall have an operating humidity of 5-95% non-condensing. The read range of the access card shall be extremely consistent, and not affected by body shielding or variable environmental conditions. Customer owned Corporate 1000 format with a 35-bit format. 125 kHz proximity frequency Tamper resistant card body PVC or High End endurance card body; No magnetic Stripe; No Holograms; Glossy white card faces (front and back) Post printing on both sides | \$2.830000 \$0.000000 |



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N60

NET 60 DAYS

Super, Ashley [DAS]

From: Super, Ashley [DAS]
Sent: Thursday, September 22, 2005 1:35 PM
To: lisa@access-specialties.com; julie@colorid.com; gary@onesourceindustries.com; karlz@irisltd.com; choellen@indentatronics.com
Subject: Awarding Bid on HID Cards BD80600S380
Importance: High
Attachments: AbstrS380.pdf

To: All Bidders
Re: Bid BD80600S380 HID Access Card Contract

The Department of Administrative Services intends to award the contract for HID Access Cards to the lowest compliant bidder, Access Specialties, Inc. of St. Paul, MN at \$2.83 each, N60, FOB Destination, 100 pc minimum per order, 14 to 21days delivery ARO, subject to the execution of a written contract.

This Notice of Intent to Award is subject to the execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the State and the successful vendor. The State further reserves the right to cancel the award at any time prior to the execution of a written contract.

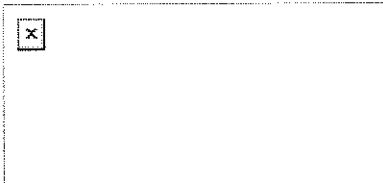
This notice begins the five- (5) day appeal period per Iowa Administrative Code 11—105.20.

Thank you for participating in the bid process.

Sincerely,

Ashley Super, PA III

DAS GSE - Purchasing
1305 East Walnut Street
Hoover State Office Building, Level A
Des Moines, IA 50319-0105
Ph: 515-281-7073 Fax: 515-242-5974



www.das.gse.iowa.gov

If it wasn't for the last minute, nothing would get done.

Issue Date: September 9, 2005

REQUEST FOR SEALED BID # BD80600S380

This is Not an Order



To: Potential Bidder:

Please submit bid on a One Year **General Contract for HID Building Access Cards**.

Bid is for all or none. Resulting Contract may be renewed annually over three years.

Price to be **FOB Destination, Destination, Iowa**, all freight and handling costs included.

All items bid shall be new, of the latest model, and carry the full USA OEM Warranty

Resulting contract will be made available for use by all State Agencies and Political Subdivisions.

No substitutions or specification alterations allowed.

| line # | Item Specifications | Your firm \$ Unit Price | Delivery Days ARO |
|--------|---|-------------------------|-------------------|
| 1 | Standard Security Building Access Card with HID Application with customer owned Corporate 1000 format. See attached for additional specifications. The State does not guarantee contractor any certain volume of sales. Estimated Annual Usage is 1,800 cards. | \$ 2.83 | 14-21 |

PROVIDE COMPLETE PRODUCT DATA SHEET WITH BID

The State does not pay tax.

Terms and Conditions per attached.

Terms of Payment: N60

YOUR SIGNATURE (required):

A handwritten signature in black ink, appearing to read "Lisa DeBettignies".

Date:

9/7/05

Name typewritten:

Lisa DeBettignies

Phone #:

651-453-1283

Company Name:

Access Specialties, Inc.

Fax #:

651-453-1338

Address incl zip:

10255 Fenner Grove Trail, St. Paul, MN

FEIN #

05-0103399

Email Address:

lisa@access-specialties.com 55077

Bid to be valid for 90 days. No part of your bid may be marked confidential.

Bid must be received in a SEALED ENVELOPE no later than 3:00 PM CT on Sept. 21, 2005

Sealed Envelope must be marked with Bid # and Due Date.

Submit bid only to:

Ashley Super, PAIII
Iowa Department of Administrative Services, GSE
Hoover State Office Bldg, Level A
Des Moines, IA 50319
Fax: 515-242-5974
Ph: 515-281-7073
Email: ashley.super@iowa.gov



Iowa Department of
Administrative Services
General Services Enterprise

Register to be a vendor at: http://das.gse.iowa.gov/gen_info/vendor_reg.html

Issue Date: September 9, 2005

REQUEST FOR SEALED BID # BD80600S380

This is Not an Order



To: Potential Bidder:

Please submit bid on a One Year **General Contract for HID Building Access Cards**.

Bid is for all or none. Resulting Contract may be renewed annually over three years.

Price to be **FOB Destination, Destination, Iowa**, all freight and handling costs included.

All items bid shall be new, of the latest model, and carry the full USA OEM Warranty

Resulting contract will be made available for use by all State Agencies and Political Subdivisions.

No substitutions or specification alterations allowed.

| line # | Item Specifications | Your firm \$ Unit Price | Delivery Days ARO |
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| 1 | Standard Security Building Access Card with HID Application with customer owned Corporate 1000 format. See attached for additional specifications. The State does not guarantee contractor any certain volume of sales. Estimated Annual Usage is 1,800 cards. | | |

PROVIDE COMPLETE PRODUCT DATA SHEET WITH BID

The State does not pay tax.

Terms of Payment: N60

Terms and Conditions per attached.

YOUR SIGNATURE (required): _____

Date: _____

Name typewritten: _____

Phone #: _____

Company Name: _____

Fax #: _____

Address incl zip: _____

FEIN # _____

Email Address: _____

Bid to be valid for 90 days. No part of your bid may be marked confidential.

Bid must be received in a SEALED ENVELOPE no later than 3:00 PM CT on Sept. 21, 2005

Sealed Envelope must be marked with Bid # and Due Date.

Submit bid only to:

Ashley Super, PAIII

Iowa Department of Administrative Services, GSE

Hoover State Office Bldg, Level A

Des Moines, IA 50319

Fax: 515-242-5974

Ph: 515-281-7073

Email: ashley.super@iowa.gov



Register to be a vendor at: http://das.gse.iowa.gov/gen_info/vendor_reg.html

Specifications for Card on Bid Request # BD80600S380

1. Standard Access Card with HID Application. No Smart Chip.
2. The standard access card shall be an ISOProx II proximity access control card, Model Number 1386, and shall be manufactured by HID Corporation.
3. The access card shall have a lifetime warranty.
4. The access card shall have up to 84 programmable bits of Wiegand formatted information for universal compatibility with all HID Wiegand reader applications.
5. The access card shall be "Passive" (non-battery operated) proximity technology.
6. The access card shall have a permanent ink jet or laser engraved identification number printed onto it. Card numbering shall be:

Random Non-Matching - the internal identification number shall be random numbers, the external ink jet numbers will be sequential, and the internal numbers and external numbers will not match (i.e. internal numbers 2, 7, 13, 18, etc., external ink jet numbers 1-100).

First order from IDPS will require external numbering beginning at 45600.
7. The access card shall be capable of having a photo or image printed directly onto the surface of the card with a direct print printer.
8. The access card shall be no larger than 3.375" x 2.125" (8.57 X 5.40 cm), with a maximum thickness of 0.035" (0.09 cm).
9. The access card shall have an operating temperature of -50 to 160 degrees Fahrenheit (-45 to 70 degrees Celsius), and shall have an operating humidity of 5-95% non-condensing.
10. The read range of the access card shall be extremely consistent, and not affected by body shielding or variable environmental conditions.
11. The access card shall be offered with the customer owned Corporate 1000 format with a 35-bit format.
12. 125 kHz proximity frequency
13. Card Body:
 - a. Tamper resistant card body
 - b. PVC or High End endurance card body
 - c. No magnetic Stripe
 - d. No Holograms
 - e. Glossy white card faces (front and back)
 - f. Post printing on both sides

TERMS AND CONDITIONS

Exclusive Agreement

The contract which results from this bid solicitation constitutes the exclusive agreement between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State / Federal Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Department of Administration, General Services Enterprise.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Department of Administration, General Services Enterprise. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.
- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment.

Warranty

The vendor expressly warrants that all goods shall be merchantable in accordance with UCC Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Jurisdiction

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.